

BOARD OF EDUCATION

City of Chicago

228 NORTH LA SALLE STREET

Chicago, Illinois 60601

Telephone 312-641-4141

ALDAN F. O'HEARN
Director of Purchases

Gentlemen:

Our auditors, Arthur Andersen & Co., are currently engaged in an examination of our purchasing procedures. In connection therewith, please furnish them the following information pertaining to the enclosed bid solicitation form:

1. Did you respond to our bid solicitation?

2. If not, briefly explain why: _____

3. Are the Board of Education's specifications for this commodity or service typical of those submitted by other purchasers for this commodity or service? _____

4. If the Board of Education's specifications are not typical, briefly explain how they differ from normal specifications for this item submitted by other purchasers: _____

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5. What was the date of the Board of Education's latest purchase from you? _____

6. If you have any comments relating to improvement of the Board of Education's purchasing procedures, please submit them here: _____

Signed: _____

By: _____

Date: _____

Title: _____

After signing and dating your reply, please mail it directly to Arthur Andersen & Co., 69 West Washington Street, Chicago, Illinois 60602. A stamped, addressed envelope is enclosed for your convenience.

Yours truly,



A. F. O'Hearn
Director of Purchases

AFO'H:jh
Enclosure

BOARD OF EDUCATION

CITY OF CHICAGO

BUREAU OF PURCHASES
946 Builders Building
228 N. LaSalle Street

INVITATION TO BID
AND
SPECIFICATIONS AND PROPOSAL
FOR

REMOVAL OF CINDERS, RUBBISH, ETC.

CHICAGO PUBLIC SCHOOL BUILDINGS

SEPTEMBER 1, 1971 TO AUGUST 31, 1972

N O T I C E

IMPORTANT: SEE NEW SECTION 19, PAGE 4, RELATING TO REJECTION OF BIDS FOR UNSATISFACTORY SERVICE.

Your attention is directed to Section 10. EVALUATION OF BIDS AND AWARDING OF CONTRACTS. The Board of Education reserves the right, as it sees fit, to limit the number of districts awarded to any one contractor to five.

Also, your attention is directed to Section 4. SCOPE: Specifications require the removal of miscellaneous rubbish of all kinds at the price bid for each district. However, in order to expedite removal of certain debris, additional compensation will be allowed for special pickups. Extra pay, at the average bid price per cubic yard for the district, will be approved for the removal of bricks from boiler repairs, discarded automobile parts from school Auto Shops and debris resulting from a school fire. Extra pay will not be authorized for any other type of rubbish removal.

D.P. 71-70104

SOLICITATION OF BIDS

Bo. of Education, City of Chicago
Bureau of Purchases
Room 946, 228 North LaSalle Street

Bid.No. D.P. 71-70104

July 2, 1971

SPECIFICATIONS AND PROPOSAL FOR: REMOVAL OF CINDERS, RUBBISH, ETC.

1. INTRODUCTORY STATEMENT: The Board of Education operates approximately 556 individual public school buildings. It wants to enter into a contract or contracts for the removal and disposal of cinders and miscellaneous rubbish of all kinds from the outside pits and inside of building ash bins or storage places of the Chicago Public School Buildings. This proposal form, which records specifications and conditions, is sent to you so that you may submit your bid prices.

If you are unable to quote prices on this proposal, please so state on the proposal and return it so we may know that you have had an opportunity to quote and that you will welcome receipt of similar proposals in the future.

2. SUBMISSION OF PROPOSAL AND CLOSING DATE: Sealed proposals will be received in the Office of the Secretary of the Board of Education of the City of Chicago, Room 810, 228 N. LaSalle Street, up to 12 o'clock noon on Monday, July 19, 1971, and will be publicly opened and read aloud (if requested) immediately thereafter in the Board Room, Room 305, 228 N. LaSalle Street.

3. INVESTIGATION REQUIRED: Each bidder shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the proposed contract. No plea of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful bidder from his obligations to comply in every detail with all provisions and requirements of the contract or will be accepted as a basis for any claim whatsoever for any payment in addition to the consideration agreed upon for performance of the contract.

Several changes at the schools in the location and kinds of containers for storage of cinders and rubbish may be made before or during the contract period. Contractor must accommodate his operations to the facilities as changed.

4. SCOPE: It is the intent of these specifications to establish the requirements for the removal and disposal of all the refuse materials that are accumulated at school buildings, playgrounds and stadia, such as cinders, ashes, incinerator refuse and miscellaneous rubbish of all kinds. Miscellaneous rubbish includes, but is not restricted to brick bats, tin cans, general yard rubbish, such as tree branches, twigs, grass and shrub clippings, weeds, leaves and various abandoned or discarded bulky items.

5. DURATION OF CONTRACT: The duration of the contract shall be from September 1, 1971, or with the award of contracts if subsequent thereto, to and including August 31, 1972.

6. BID DEPOSIT REQUIRED: In accordance with the rules of the Board of Education, no bid proposal which requires a bid deposit, will be considered unless it is accompanied by the proper bid deposit. No bid deposit will be required when the total of the bid proposal is \$5,000.00 or less. If the total of the bid proposal is more than \$5,000.00 the amount of the bid deposit shall be equal to five percent (5%) of the total bid proposal.

7. FORM OF DEPOSIT: A bid deposit may be in any one of these four forms: (a) Cash, (b) United States Government Bonds, (c) a certified check drawn upon some banking institution in good standing and made payable to the "Board of Education of the City of Chicago," or (d) a specific bid bond signed by the bidder and by a responsible surety company licensed to do business in the State of Illinois.

(NAME OF BIDDER)

BY _____

TITLE _____

8. RETURN OF DEPOSIT: All deposits accompanying proposals except those of the successful bidders will be returned after the successful bidders are determined. The successful bidders' deposit will be returned upon execution of the contract and the performance bond.

9. FORFEITURE OF DEPOSIT: If any proposal shall be withdrawn before it is acted upon by the Board of Education, the deposit accompanying it may be forfeited and retained by the Board of Education as liquidated damages and not as a penalty, or when a specific bid bond is on file in lieu of a deposit, the Board of Education may take action on the bond. Bidders to whom contracts are awarded will be required to execute contracts and performance bonds within ten days after date of written notice that the contracts and bonds are ready for signature, said notice to be mailed to the addresses as given in the proposals. In the event of the failure or refusal to execute said contracts and bonds within the time specified, the deposits of the party or parties so failing or refusing may be forfeited and retained by the Board of Education as liquidated damages and not as a penalty, or when a specific bid bond is on file in lieu of a deposit, the Board of Education may take action on the bond.

10. EVALUATION OF BIDS AND AWARDING OF CONTRACTS: It is the intention to award the contract or contracts to the lowest responsible bidder best meeting the specifications and requirements of the Board of Education and whose bid is to the best interest of the Board of Education.

The Board of Education reserves the right:

- (A) To accept any proposal or any portion thereof which it deems most favorable to the best interest of the Board of Education
- (B) To reject any or all proposals or any portion of any proposal, which in its opinion, is not in the best interest of the Board of Education.
- (C) To consider as a factor in making an award, the responsibility of each bidder and his record of past performance.

11. BOND: The successful bidder must furnish a performance bond in a sum equal to the full amount of the contract. Said bond shall be signed by a responsible surety company licensed to do business in the State of Illinois and is to be approved by the Attorney for the Board of Education. The cost of said bond shall be paid by said successful bidder.

12. COMPENSATION INSURANCE: The successful bidder shall take out and maintain during the life of the contract, in a company authorized under the laws of the State of Illinois to insure the liabilities specified in this paragraph, insurance protecting the successful bidder from all liabilities that may be imposed under the "Workmen's Compensation Act" and the "Workmen's Occupational Diseases Act" of the State of Illinois. The successful bidder shall file with the Director of Purchases of the Board of Education a certificate of such insurance, signed by the insurance company so insuring, certifying to the name and address of the party so insured, the description of the work covered by such insurance, the insurance policy number, the limits of the insurance policy and the date of its expiration, with a further certificate or agreement from said insurance company that the policy will not be changed, canceled nor terminated without fifteen days' notice in writing to the Director of Purchases of the Board of Education.

13. CONTRACTOR'S RESPONSIBILITY: The contractor shall be fully responsible for and shall save and hold the Board of Education harmless from and against any and all liabilities, claims, demands or suits (including costs and attorney's fees) for or on account of personal injuries to or death of any person or persons, including any liability under the Illinois Structural Work Act, known as the Scaffolding Act, or damage to or destruction of property belonging to the Board of Education or to others (including the loss of use thereof arising directly or indirectly from or in connection with the work performed or to be performed under this solicitation, including extra work, or by conditions created thereby.

14. DIRECTION OF WORK: The carrying out of the terms of the contract in accordance with these specifications will be under the direction and authority of the Director of the Bureau of Plant Operation and Maintenance of the Board of Education.

15. EVIDENCE OF ABILITY: It is the purpose of the Board of Education to award a contract only to bidders who furnish reasonable satisfactory evidence that they have the ability, experience, equipment and financial resources to enable them to successfully and promptly fulfill the conditions of these specifications in every respect.

Upon request a bidder must submit a statement listing his experience, equipment, personnel and financial resources. The representations contained in this statement are material ones for which the successful bidder will be held responsible.

16. ESTIMATED QUANTITY OF MATERIAL: The city is divided into twenty-seven (27) districts bounded as shown on the map, Page 6, captioned "Chicago Public Schools - DISTRICT SUPERINTENDENTS' DISTRICTS." The number of schools and estimated quantities in cubic yards in each district required to be removed and disposed of, based upon past experience, are as follows;

<u>DISTRICT NUMBER</u>	<u>NUMBER OF SCHOOL BUILDINGS</u>	<u>ANNUAL ESTIMATED CUBIC YARDS</u>
1	30	3,060
2	13	1,230
3	20	3,040
4	23	2,680
5	30	2,540
6	25	2,240
7	22	1,360
8	19	1,180
9	31	1,910
10	15	960
11	19	1,790
12	30	1,740
13	13	760
14	17	950
15	28	1,610
16	26	1,770
17	24	2,730
18	39	2,260
19	23	2,340
20	16	1,980
21	13	1,380
22	11	880
23	13	670
24	12	850
25	17	1,260
26	15	920
27	<u>12</u>	<u>970</u>
	556	45,060

A schedule of names of current schools and addresses in each district, the estimated annual coal consumption, in tons, and the estimated quantities of refuse material, in cubic yards, to be removed from each school and disposed of are recorded in detail in Supplement D.P. 71-70104, which is a part of these specifications.

In case the quantity of materials removed from any one school or any one district is more than the estimated quantity in the school or district, the contractor shall have and make no claim for damages for loss of anticipated profits if the quantity is more than the amount estimated nor will the Board of Education make any deduction from the flat contract cost if the amount is less than the estimate.

17. DISPOSAL OF CINDERS, RUBBISH, ETC.: The contractor shall make his own arrangements for disposal of cinders and miscellaneous rubbish of all kinds that are removed from the Public School Buildings. Such disposal shall be done in accordance with the City Ordinances.

18. FREQUENCY OF REMOVAL: Contractor must maintain in service a sufficient number of trucks, equipment and personnel to make regular and frequent removal of cinders and rubbish. All accumulation that may be stored on the school premises on August 1, 1971, must be removed before September 1, 1971. The cinder pits, ash bins or storage places must be kept substantially free of cinders and rubbish. All cinders and rubbish of all kinds must be entirely removed from the cinder pits, ash bins and storage place of each school building in the district at least once every two weeks during the contract period, beginning September 1, 1971 through August 31, 1972 and more often, if necessary, to keep the premises reasonably free of cinders and rubbish. It shall be considered a specific violation of the contract if the contractor fails to make removals as stipulated above.

"THERE SHALL BE NO PICK-UPS ON SUNDAYS, NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY."

19. REJECTION OF BIDS, NEXT PERIOD: If the successful bidder for the coming contract period does not provide the needed frequency of removal or does not do the work in a satisfactory manner in accordance with the provisions specified in the solicitation bids -- the Board of Education reserves the right to reject any or all bids from the bidder for the next twelve-months contract period.

20. FINAL CLEAN-UP: All cinder pits, ash bins or storage places must be left entirely free from cinders and miscellaneous rubbish of all kinds at the expiration of this contract, and the contractor will be required to produce a signed statement from the Engineer-Custodian or Janitor at each building to this effect when making application for final payment of this contract. The final clean-up statement must be forwarded to the Director of the Bureau of Plant Operation and Maintenance not later than September 3, 1972.

21. PAYMENT: If the contractor complies with the terms of the contract, as reflected in monthly reports submitted by engineering-custodians, invoices for partial payment will be approved monthly commencing with November 1, 1971, at the rate of ten percent (10%) of the full contract amount. The final twenty percent (20%) payment will be approved after August 31, 1972. Before approval of such final payment the contractor must submit proof of a final clean-up at each school building under the contract.

22. FAILURE TO FULFILL CONTRACT: Should the contractor fail to carry out his contract as herein stipulated the Board of Education, at its option, may cancel the then unexpired portion of the contract or the Board of Education may order the work done by others, in which case all cost shall be borne and paid by the said contractor. The Board of Education may deduct any cost so incurred from any money that may be due and owing to said contractor under this contract. In the event that there is not sufficient money due the contractor under this contract to pay the entire amount paid out by the Board of Education in consequence of contractor's default, then the balance remaining unpaid shall be a just claim and the Board of Education shall have the right immediately to institute legal proceedings to collect said balance.

23. SUB-CONTRACTING: The contractor shall not sub-contract any work involved in this contract to any person or organization without first obtaining the authority of the Director of Purchases of the Board of Education.

2. COMPLIANCE WITH LAW:

A. All work shall be in strict accordance with, and shall comply with, all Federal and State laws and all City Ordinances and other local regulations applicable to this work.

B. An Act of the Illinois General Assembly approved July 8, 1933, entitled "An Act to prohibit discrimination and intimidation on account of race or color in employment under contracts for public buildings or public works" (Ch. 29, Sec. 17, et seq., Ill. Rev. Stat., 1965) provides in part as follows:

"Sec. 17. No person will be refused or denied employment in any capacity on the ground of race or color, nor be discriminated against in any manner by reason thereof, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof."

The contractor agrees that the provisions of this Act will enter into and become a part of this contract and will apply to all contracts entered into by or on behalf of all independent contractors, sub-contractors, and any and all other persons, associations, or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.

C. Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.P.R. 1965, Supp. page 167, as amended by Executive Order 11375, issued October 13, 1967, 32 F.R. 14303, October 17, 1967 to the Civil Rights Act, Title 42, U.S.C.A. 1981, et seq. to the State Acts approved July 8, 1933, Ill. Rev. Stat. 1965, Ch 29, Secs. 17 to 24 inclusive and July 21, 1961, Ill. Rev. Stat. 1965, Ch. 48, Secs. 851 to 866 inclusive, and Ch 193.7A of the Municipal Code of the City of Chicago adopted August 21, 1945.

To demonstrate compliance the contractor and sub-contractors will furnish such reports and information as may be requested.

D. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any such laws, rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts of the Board of Education of the City of Chicago and such other sanctions may be imposed and remedies invoked as otherwise provided by law.

25. FURTHER INFORMATION: If there are questions regarding this solicitation of bids, please refer them to the Bureau of Purchases, Board of Education (Mr. Theodore C. Dungan) Room 946, 228 North LaSalle Street, Telephone 641-3969. Additional copies of this solicitation of bids may be had upon request.

P R O P O S A L BID NO. D.P. 71-70104

The undersigned proposes to remove all cinders and miscellaneous rubbish of all kinds from the cinder pits, ash bins and storage places of each building within the geographical boundaries of the district, as per attached map, at least once every two weeks in accordance with these specifications and conditions in district bid on commencing Sept. 1, 1971 for the lump amount set opposite each district.

DISTRICT NO. 1.....	\$_____
DISTRICT NO. 2.....	\$_____
DISTRICT NO. 3.....	\$_____
DISTRICT NO. 4.....	\$_____
DISTRICT NO. 5.....	\$_____
DISTRICT NO. 6.....	\$_____
DISTRICT NO. 7.....	\$_____
DISTRICT NO. 8.....	\$_____
DISTRICT NO. 9.....	\$_____
DISTRICT NO. 10.....	\$_____
DISTRICT NO. 11.....	\$_____
DISTRICT NO. 12.....	\$_____
DISTRICT NO. 13.....	\$_____
DISTRICT NO. 14.....	\$_____
DISTRICT NO. 15.....	\$_____
DISTRICT NO. 16.....	\$_____
DISTRICT NO. 17.....	\$_____
DISTRICT NO. 18.....	\$_____
DISTRICT NO. 19.....	\$_____
DISTRICT NO. 20.....	\$_____
DISTRICT NO. 21.....	\$_____
DISTRICT NO. 22.....	\$_____
DISTRICT NO. 23.....	\$_____
DISTRICT NO. 24.....	\$_____
DISTRICT NO. 25.....	\$_____
DISTRICT NO. 26.....	\$_____
DISTRICT NO. 27.....	\$_____
TOTAL.....	\$_____

(NAME OF BIDDER)

BY _____ TITLE _____

ADDRESS _____ ZIP CODE _____

TELEPHONE NUMBER _____

DEPOSIT:

Certified Check	\$_____	Cash	\$_____
BID BOND	\$_____	Other	\$_____

NOTE: The bidder shall also sign on page one. All pages of this bid must be returned intact.

BUREAU OF PURCHASES
BOARD OF EDUCATION
228 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60601

ADDENDUM FOR GARBAGE REMOVAL

Data covering names of school buildings, estimated number of meals served per day and frequency of removal of meals served per day and frequency of removal during the contract period from September 1, 1971 to August 31, 1972. The frequency of removals may change during the contract period, as well as schools being added or subtracted due to variations in the school food service program and incinerator usage.

BIDDING INSTRUCTIONS

The successful bidder for each district will be determined as follows:

1. The bid price for each district as shown on page 7 of the specifications and proposal will be divided by the estimated annual cubic yards for that district to obtain an average cost per cubic yard.
2. For garbage removal, seven (7) full garbage cans (24 gallons each) shall be considered to equal one cubic yard as a basis for a bid price per cubic yard.
3. The average bid price per cubic yard for cinders and rubbish will be added to the bid price per cubic yard for garbage removal and the sum divided by two (2) to obtain a final bid price per cubic yard for each district.

INVOICING INSTRUCTIONS

1. The contractor will present a separate ticket at the time of each garbage pickup which will show the number of 24 gallon cans of garbage removed. The engineer custodian will sign the contractor's ticket and keep a duplicate of same in his file.
2. The contractor will send an invoice in duplicate to the school at the end of each month. This invoice will show the number of cubic yards of garbage and cost, based on seven 24 gallon cans to the cubic yard. Invoice to be mailed to the school, attention: Engineer Custodian.
3. The contractor will send a statement in duplicate at the end of each month to the District Office, attention: District Supervising Engineer.

The contractor's statement should include:

- A. A list of all schools serviced, showing the number of cubic yards of garbage removed from each school,
- B. The total number of cubic yards of garbage removed from the district and the amount of payment requested.

PROPOSAL

The undersigned proposes to remove all garbage, due to food service, from each building within the geographical boundaries of the district at the frequency indicated, in accordance with these specifications and conditions, in districts bid on commencing September 1, 1971, for the price per cubic yard set opposite each district.

DISTRICT NO. 1.\$	_____
DISTRICT NO. 2.	\$	_____
DISTRICT NO. 3.\$	_____
DISTRICT NO. 4.\$	_____
DISTRICT NO. 5.\$	_____
DISTRICT NO. 6.\$	_____
DISTRICT NO. 7.\$	_____
DISTRICT NO. 8.	\$	_____
DISTRICT NO. 9.	\$	_____
DISTRICT NO. 10.\$	_____
DISTRICT NO. 11.\$	_____
DISTRICT NO. 12.\$	_____
DISTRICT NO. 13.\$	_____
DISTRICT NO. 14.\$	_____
DISTRICT NO. 15.\$	_____
DISTRICT NO. 16.	\$	_____
DISTRICT NO. 17.	\$	_____
DISTRICT NO. 18.	\$	_____
DISTRICT NO. 19.\$	_____
DISTRICT NO. 20.	\$	_____
DISTRICT NO. 21.	\$	_____
DISTRICT NO. 22.\$	_____
DISTRICT NO. 23.	\$	_____
DISTRICT NO. 24.\$	_____
DISTRICT NO. 25.\$	_____
DISTRICT NO. 26.\$	_____
DISTRICT NO. 27.	\$	_____
TOTAL		\$ _____

(NAME OF BIDDER) _____

BY _____ TITLE _____
 ADDRESS _____ ZIP CODE _____
 TELEPHONE NUMBER _____